

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator / 954-797-2093

PREPARED BY: Will Allen, Redevelopment Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING A TRI-PARTY AGREEMENT BETWEEN THE DAVIE-COOPER CITY CHAMBER OF COMMERCE, THE TOWN OF DAVIE AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING EXECUTION OF SAME BY THE APPROPRIATE OFFICIALS OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution approves a tri-party agreement between the Davie-Cooper City Chamber of Commerce, the Town of Davie and the Davie CRA. This agreement concerns the improvement of the private parking area which is west of the Chamber of Commerce building. Plans have been prepared to improve this property with 32 parking spaces which are now private but which will now be available to the public. The plans are also to improve the adjoining Town of Davie parking lot so that they act as a consolidated lot and to make improvements to the lot in terms of lighting, landscaping and drainage. There will be a total of 149 parking spaces in this consolidated public parking lot. The CRA will fund the improvements to the Chamber property including a walkway from Davie Road to the public parking area which will be consistent with the Davie Road streetscape improvements. The terms of the agreement include that the Chamber property will be leased for 99 years. The Chamber will be paid \$64,000 for the area being leased. There is a stipulation on using the lease funds which is that they must be used to fund improvements to the existing building and adjacent walkways. The plans for those improvements must be approved by the CRA. The CRA is responsible for paying for the obligations in the agreement including the payment to the Chamber of Commerce and the cost of making improvements to the parking lot which includes both the Chamber and Town properties and the walkway area. The Town is a party for several reasons including that the Town property is being improved and the fact that the lease is for a period of 99 years and the Town will assume the duties and obligations of maintenance after the CRA ceases to exist. The construction is estimated to be approximately \$300,000 as it includes lighting, landscaping, sidewalks, drainage, and resurfacing the lot. This plan accomplishes several redevelopment goals. Additional parking spaces are provided for the Davie Road area on both lots and in a coordinated manner which will be accessible to the public. Another advantage to the plan is that a curb cut will be closed along Davie Road. This area will include an attractive pedestrian area which will link the parking to Davie Road. The parking lots will be improved with better drainage. The lighting will be upgraded and will be consistent with the

lights along Davie Road and there will be a considerable upgrade to the landscaping. Sidewalks along SW 42 Street will be improved. Lastly, the improvements will enable the deteriorated building occupied by the Chamber of Commerce to be upgraded. The funds for the long term lease of the parking area must be used to make improvements to the existing building. Town Attorney Kiar has reviewed and approved the form of the agreement on behalf of the Town. Appropriate additions were made to the agreement to protect the Town's interests based on the Town Attorney's input.

CONCURRENCES: The CRA gave permission to negotiate an agreement at the April 28, 2003 meeting. The parking lot plans were approved by the CRA at their February 23, 2004 meeting. The site plan was then submitted for review to the Development Review Committee and then the Site Plan Committee. The site plan was approved by the Site Plan Committee at their August 10, 2004 meeting. The site plan is attached as an exhibit to the agreement. The Site Plan Committee approval included the requirement for a cross access easement to provide access across adjoining properties. A companion resolution approving this easement will accompany this request. The Tri-Party agreement was approved by the Davie Community Redevelopment Agency at the January 20, 2004 CRA meeting and minor revisions suggested by the Town Attorney were approved at the July 26, 2004 meeting. The Davie-Cooper City Chamber of Commerce has executed the agreement.

FISCAL IMPACT: Has request been budgeted? Yes
If yes, expected cost: \$364,000
Account Name: Special Projects (010-0405-515.05-02)

RECOMMENDATION(S): Motion to approve the Resolution.

Attachment(s): Resolution
Tri-Party Agreement including Exhibits
September 1, 2004 Memo from Town Attorney indicating Agreement is in proper legal form for presentation to Town Council
September 22, 2004 Memorandum from Development Services indicating the site plan modification was approved on August 10, 2004

RESOLUTION # _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING A TRI-PARTY AGREEMENT BETWEEN THE DAVIE-COOPER CITY CHAMBER OF COMMERCE, THE TOWN OF DAVIE AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING EXECUTION OF SAME BY THE APPROPRIATE OFFICIALS OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Davie-Cooper City Chamber of Commerce of Broward County, Florida is the owner of property located in the Town of Davie which is currently being used as service or private parking; and

WHEREAS, the Town of Davie is the owner of real property adjacent to the Chamber of Commerce parking area which is used as a public parking lot; and

WHEREAS, the Davie Community Redevelopment Agency is interested in improving the public parking lots by combining the Town's property and the Chamber property into a consolidated public parking lot and making improvements to add a larger number of parking spaces as well as provide improved site lighting and drainage for the parking areas; and

WHEREAS, the Chamber is willing to enter into a long term Lease a portion of the Chamber parking area to be leased as described in a Tri-Party Agreement between the Davie-Cooper City Chamber of Commerce of Broward County, Florida and the Town of Davie and the Davie Community Redevelopment Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Tri-Party Agreement, attached hereto as Attachment "A", and approves the parking lease agreement contained in Exhibit "C" of the Tri-Party Agreement, and authorizes execution of same by the appropriate officials of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004.

TRI-PARTY AGREEMENT

THIS AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2004, by and among:

DAVIE-COOPER CITY CHAMBER OF COMMERCE OF BROWARD COUNTY
FLORIDA ("Chamber")

and

TOWN OF DAVIE, a political subdivision of the
State of Florida ("Town")

and

DAVIE COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic as created
pursuant to Part III, chapter 163 Florida Statutes ("CRA")

WITNESSETH:

WHEREAS, Chamber is the owner of that certain real property located in the Town of Davie, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, part of the Property is currently being used as surface parking (the "Chamber Parking Area") and

WHEREAS, the Town is the owner of that certain real property adjacent to the Chamber Parking Area more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Town Parking Area"); and

WHEREAS, CRA is interested in improving the Property and Town Parking Area; and

WHEREAS, Chamber is willing to enter into a long term Lease allowing CRA to lease a portion of the Chamber Parking Area more particularly described in the Parking Lease Agreement that the parties will enter into simultaneously herewith. A copy of the Proforma Parking Lease Agreement is described on Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, for in and consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitations and Exhibits. The foregoing recitations are true and correct and hereby incorporated herein by reference. All Exhibits to this Agreement are deemed a part hereof.

2. Chamber Parking Spaces. The parties agree to enter into the ninety-nine (99) year lease for thirty two (32) parking spaces located on the Property under the terms and conditions contained in Exhibit "C".

3. Lease Funds to be used for Chamber Property Improvements. The CRA agrees that the lease funds for rent provided for in Exhibit "C" and in the amount of \$64,000.00 ("Lease Funds") will allow the Chamber to fund the improvements to the Property ("Improvements"). Improvements include, but are not limited to, renovations to the existing building and adjacent walkways and a possible construction of a covered structure on the east side of the Property. At such time as drawings are completed for the Improvements, the Chamber will provide the drawings to the CRA for their approval. The parties agree that the Lease Funds are specifically allocated for construction costs only and no other costs. The Construction Funds will be deposited in a designated Construction Fund checking account at a local bank and payments made to Contractors will be paid from the checking account by the Chamber. Prior to disbursement of any of the Construction Funds, the Chamber agrees to provide the CRA with a detailed breakdown of items for the Construction Funds. The CRA shall have three (3) business days to review the list and sign off ("Sign Off") on the disbursement of the Construction Funds. The Chamber agrees that no Construction Funds will be disbursed until it receives a Sign Off from the CRA.

4. CRA Improvements to Chamber Property and Town Parking Area. The CRA agrees to improve the Chamber Property and Town Parking Area ("Public Improvements"). The Plans and Specifications for the Public Improvements are described on Exhibit "D" attached hereto and made a part hereof.

5. Parking Compliance with Town Code of Ordinances. The parties agree that all parking will be for public use and notwithstanding this fact, the Chamber's parking requirements are hereby met and satisfy the Town Code of Ordinance for parking, including handicap parking.

6. Easement Agreement. The parties hereto agree to enter into simultaneously herewith that Easement Agreement attached hereto as Exhibit "E" and incorporated herein by this reference, which easement agreement grants the parties certain easements over the Property and Town Parking Area, as more specifically set forth therein, in order that the parties hereto are permitted to effectuate the provisions of this Agreement.

7. Miscellaneous.

- (a) Due Diligence. The parties covenant that each party shall immediately commence all actions necessary to fulfill its obligations hereunder and shall diligently pursue the same throughout the existence of the Agreement.
- (b) Pronouns; Headings. All pronouns and any variations hereof shall be deemed to refer to the masculine, feminine, and neuter, singular or plural, as the identity of the party or parties, personal representatives, successors or assigns may require. The section headings contained in this Agreement are inserted for convenience and shall not affect in any way the meaning or interpretation of this Agreement.
- (c) Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.
- (d) Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.
- (f) Notice. All required notices to be given shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the party being noticed at the following addresses:

Town of Davie
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1000
Fax: (954) 797-2061
Attn: Town Administrator

Davie Community Redevelopment Agency
4700 Davie Road, Suite C
Davie, FL 33314
Phone: (954) 797-2093
Fax: (954) 797-1200
Attn: Redevelopment Administrator

Davie-Cooper City Chamber of Commerce
4185 Davie Road
Davie, FL 33314
Phone: (954) 581-0790
Fax: (954) 581-9684
Attn: Executive Director

- (g) Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the parties.
- (h) Number and Gender. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.
- (i) Recording. Any party hereto may record this Agreement in the Public Records of Broward County, Florida.
- (j) Attorney's Fees. If any party hereto shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Agreement, the losing party shall reimburse the successful party for reasonable attorney's fees.
- (k) Rights, Privileges and Immunities. Nothing in this Agreement shall be construed to affect in any way the Town or CRA's rights, privileges and immunities as set forth in Florida Statute 768.28.
- (l) Parties to Agreement. This is an agreement solely among the CRA, the Town and the Chamber. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than successors or assigns of the CRA, the Town and the Chamber.

WITNESSES:

[Signature]

WITNESSES:

WITNESSES:

Will Allen

Wanda L. Watson - Loftis

CHAMBER:

DAVIE-COOPER CITY CHAMBER OF
COMMERCE OF BROWARD COUNTY, FL

By: [Signature]
Name: KATHY DURHAM
Title: PRESIDENT

TOWN:

TOWN OF DAVIE, a political subdivision
of the State of Florida

By: _____
Name: _____
Title: _____

CRA:

DAVIE COMMUNITY REDEVELOPMENT
AGENCY, a public body corporate and politic
as created pursuant to Part III Chapter 163
Florida Statutes

By: [Signature]
Name: MARK ENGEL
Title: CHAIR

EXHIBIT "A"
CHAMBER PROPERTY LEGAL DESCRIPTION

THE WEST 270.00 FEET OF THE EAST 310.00 FEET, LESS THE SOUTH 25 FEET THEREOF, OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 1, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "EVERGLADES LAND SALES CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 35 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

EXHIBIT "B"
TOWN PARKING AREA

THAT PORTION OF THE SOUTH ONE HALF (S1/2) OF TRACT 1, LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF TRACT 47 LESS THE EAST 310 FEET THEREOF, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "EVERGLADES LAND SALES CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID LANDS SITUATED, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

EXHIBIT "C"
PROFORMA LEASE

PARKING LEASE AGREEMENT

This Parking Lease Agreement ("Agreement") is made and entered into by and between Davie-Cooper City Chamber of Commerce, whose mailing address is 4185 Davie Road, Davie, FL 33314 ("Landlord") and Davie Community Redevelopment Agency/CRA, whose mailing address is 4700 Davie Road, Suite C, Davie, FL 33314 ("Tenant"), and the Town of Davie, a political subdivision of the State of Florida, whose mailing address is 6591 Orange Drive, Davie, FL 33314 ("Town").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain real property located in the Town of Davie, Florida, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is currently being used as a service parking lot (the "Parking Area"); and

WHEREAS, Tenant is desirous of leasing the Parking Area for public use.

NOW, THEREFORE, in consideration of \$10.00, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

RECITALS

1. The Recitals set forth hereinabove are true and correct and are hereby incorporated by this reference.

2. This agreement shall commence on the date that the Agreement is executed by the parties hereto (the "Effective Date") and shall terminated on a date ninety-nine (99) years from the Effective Date.

3. Premises. Landlord hereby agrees to lease thirty-two (32) parking spaces within the Parking Area for Tenant's use and for use by the public.

4. Rent. The total rent contribution by Tenant shall be \$64,000.00 which will be recognized in tenant improvements on the Property and Landlord's adjacent property.

5. Payment of Taxes. Landlord agrees that it shall pay, before delinquency, any and all real property taxes and special assessments levied or assessed by governmental authorities against the Property which become due and payable during the term of this Agreement.

6. In the event any additional tax or any special assessment is levied, it shall be paid for by the Landlord.

7. Utilities. During the term of this Agreement, Landlord shall pay all utilities, rent or charges attributable to the Property or any improvements thereon.

8. Maintenance. Tenant shall pay for the cost of resealing, restriping and all other maintenance of the Property and keep the Property in good repair and free of all trash and debris throughout the term of the Agreement.

9. Assignment of Sublease. Tenant shall have the right to assign or sublet its interest in this Agreement with Landlord's written approval.

10. Insurance and Indemnity.

a. Both Landlord and Tenant agree to provide and keep in force general liability insurance naming each other as additional insured in the amount of \$100,000.00 per individual/\$200,000.00 per incident with respect to injuries to any person or property at the Property.

b. To the extent permitted by law, Landlord and Tenant shall defend and hold each other harmless from any damages or liability to persons or property that might arise from the use of the parking spaces. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities as set forth in Florida Statute 768.28.

11. Casualty. If the Property or any part thereof shall during the term hereof be damaged or destroyed by fire or any casualty, Landlord shall repair or rebuild same with all reasonable efforts. Said repair and rebuilding shall put the parking spaces in substantially the same order and condition as they were in the immediately preceding any such damage or destruction subject to inability to obtain materials or other causes beyond the reasonable control of Landlord.

12. Quiet Enjoyment. Tenant, upon the paying of rent and complying with all of the provisions hereof, shall quietly and have any joy the parking space during the term of this Agreement without hindrance by anyone.

13. Waivers. The rights and remedies of the parties hereunder are cumulative and not exclusive.

14. Notices. Any notice, request, approval, consent, waiver or discharge ("Notice") shall be given, or required to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt when mailed by United States Registered Certified mail, postage prepaid, return receipt requested, by personal delivery or by any nationally recognized overnight service to any other party to be notified as herein specified:

TO LANDLORD:

Davie-Cooper City Chamber of Commerce
4185 Davie Road
Davie, FL 33314
Phone: (954) 581-0790
Fax: (954) 581-9684
Attn: Executive Director

TO TENANT:

Davie Community Redevelopment Agency
4700 Davie Road, Suite C
Davie, FL 33314
Phone: (954) 797-2093
Fax: (954) 797-1200
Attn: Redevelopment Administrator

TO TOWN:

Town of Davie
6591 Orange Drive
Davie, Florida 33314
Phone: (954) 797-1023
Fax: (954) 797-2061
Attn: Thomas J. Willi, Town Administrator

Any party may at any time change its address for notification purposes by mailing as aforesaid a notice that it may change in setting forth the new address, and such new address shall be effective ten (10) days after giving such notice.

15. Relationship of Parties. It is the intention of this Agreement to create a relationship of Landlord and Tenant between the parties and no other relation whatsoever.

16. Estoppel Certificates. Any party shall without charge, within thirty (30) days after written request of the other executed, acknowledged and delivered to the requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement or application thereof to any person or circumstance shall at any time or any extent be invalid or unenforceable, the remainder of the Agreement or the application of such provisions to persons or circumstances other than those to which it is held

invalid or unenforceable shall not be affected thereby and each provision of law of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18. Obligations to be Assumed by Town of Davie. The parties hereto acknowledge that in the event the CRA shall cease to exist by virtue of its expiration pursuant to law, then the duties and obligations of the CRA, as Tenant, hereunder shall be assumed and performed by the Town of Davie.

19. Reassignment of Parking Spaces. Although it is the intent of the parties that the Lease continue until terminated as set forth in paragraph "3" of the recitals, Tenant acknowledges that the continuance of the Lease may affect the alienability of the premises. Therefore, upon a sale ("Sale") of the Chamber property, Tenant agrees to discuss with the new owner the possibility of reassignment ("Reassignment") of up to fifteen (15) spaces. The parties agree that the purchase price will be \$2,000.00 per parking space, and any other terms and conditions of the Reassignment will be negotiated between the Tenant and new owner at the time of the Sale.

20. Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the parties.

21. Number and Gender. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

22. Recording. This Agreement may be recorded in the Public Records of Broward County, Florida, by any party hereto.

23. Attorney's Fees. If any party hereto shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Agreement, the losing party shall reimburse the successful party for reasonable attorney's fees.

24. Radon Gas. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit in which the Premises is located.

LANDLORD:
DAVIE-COOPER CITY CHAMBER OF
COMMERCE OF BROWARD COUNTY

By: Kathy Durham
Name: KATHY DURHAM
Title: PRESIDENT

TENANT:
DAVIE COMMUNITY REDEVELOPMENT
AGENCY

By: Mark Engel
Name: MARK ENGEL
Title: CHAIR

Executed to acknowledge paragraph 18 herein:

TOWN OF DAVIE, a municipal corporation
of the State of Florida

By: _____
Name: _____
Title: _____

EXHIBIT "A" OF PROFORMA LEASE

LEGAL DESCRIPTION:

SHEET 1 OF 1

A PORTION OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 1, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "EVERGLADES LAND SALES CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) SAID SECTION 27; THENCE ALONG THE SOUTH LINE SAID NORTHEAST ONE-QUARTER (N.E. 1/4) ALSO BEING THE SOUTH LINE OF SAID TRACT 1, ON AN ASSUMED BEARING OF NORTH 89°59'53" WEST 39.94 FEET; THENCE NORTH 00°00'07" EAST 25.00 FEET TO THE POINT OF BEGINNING No. 1; THENCE NORTH 89°59'53" WEST 40.34 FEET TO REFERENCE POINT No. 1; THENCE CONTINUE NORTH 89°59'53" WEST 89.66 FEET; THENCE NORTH 00°08'37" EAST 139.40 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 1, SOUTH 89°59'53" EAST 130.00 FEET; THENCE PARALLEL WITH AND 40 FEET WEST OF THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 27, ALSO BEING THE EAST LINE OF SAID TRACT 1, SOUTH 00°08'37" WEST 139.40 FEET TO THE POINT OF BEGINNING No. 1;

LESS THEREFROM A PORTION OF THE SOUTH ONE-HALF OF SAID TRACT 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID REFERENCE POINT No. 1; THENCE NORTH 00°00'07" EAST 18.03 FEET TO THE POINT OF BEGINNING No. 2; THENCE SOUTH 89°39'45" WEST 70.85 FEET; THENCE NORTH 00°20'15" WEST 77.35 FEET; THENCE NORTH 89°39'45" EAST 42.10 FEET; THENCE SOUTH 00°20'15" EAST 5.10 FEET; THENCE NORTH 89°39'45" EAST 30.44 FEET; THENCE SOUTH 01°00'02" WEST 72.27 FEET TO THE POINT OF BEGINNING No. 2

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.292 ACRES MORE OR LESS.

NOTES:

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

R.P. = REFERENCE POINT

B.C.R. = BROWARD COUNTY RECORDS

D.C.R. = DADE COUNTY RECORDS

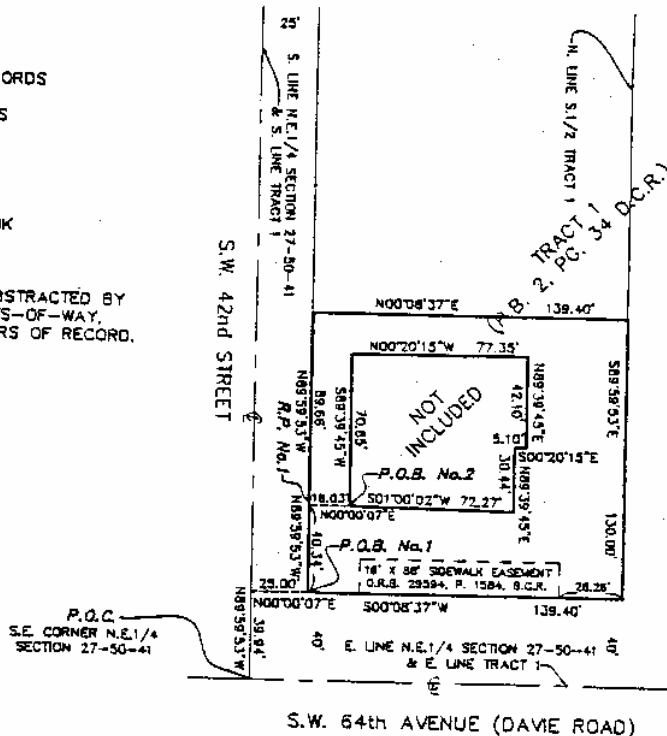
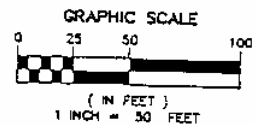
P.B. = PLAT BOOK

PG. = PAGE

O.R.B. = OFFICIAL RECORDS BOOK

CL = CENTERLINE

SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.



SKETCH AND DESCRIPTION

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

TOWN OF DAVIE



ENGINEERS • SURVEYORS & MAPPERS
PLANNERS • LANDSCAPE ARCHITECTS
GIS • ENVIRONMENTAL PROFESSIONALS
1800 N. Douglas Road, Suite 300
Pompano Beach, Florida 33024
(954) 438-1000 Fax: (954) 438-8864
Cert. of Authorization L.B. 6880
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11017-A, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATED THIS 28th DAY OF MARCH, 2004, U.S.

Martin P. Ross
MARTIN P. ROSS

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5857
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROJECT NO.
03-00130.308

FILE NO.
11-19-884

DATE	REVISIONS	BY	CHK

DRAWN BY: **MR** CHECKED BY: **KL**

EXHIBIT "D"
PLANS AND SPECIFICATION FOR
PUBLIC IMPROVEMENTS

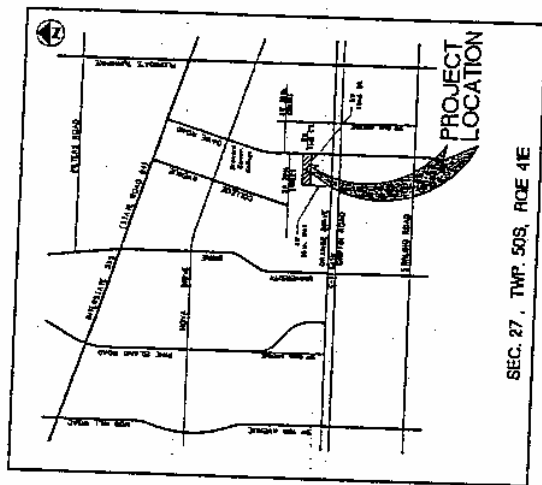
Attached hereto

1323753_v5

TOWN OF DAVIE
COUNTY OF BROWARD, STATE OF FLORIDA

BCED 012F. 4:

Page 18



SEC. 27, TWP. 50S, R0E 41E

LOCATION MAP

STAFF ON LINE

PREPARED FOR

DAVID COMMUNITY REDEVELOPMENT AGENCY

LANDSCAPE ARCHITECT:
LANDSCAPE ARCHITECTS COLLABORATIVE
4310 WEST BROWARD BOULEVARD, SUITE A
PLANTATION, FLORIDA 33317
PHONE: (954) 327-1955
FAX: (954) 327-1171

SITE LICHTING:
NORMAN F. BRAY, P.E., INC.
17131 HOLLYWOOD BOULEVARD, SUITE 501
HOLLYWOOD, FLORIDA 33020-6753
PHONE: (854) 925-3217
FAX: (854) 925-3247

SITE LIGHTING:

NORMAN F. BRAY, P.E., INC.
2131 HOLLYWOOD BOULEVARD, SUITE 501
HOLLYWOOD, FLORIDA 33020-6753
PHONE: (954) 925-3217
FAX: (954) 925-3247

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
1563 N.W. 54th STREET, FORT LAUDERDALE, FL 33309
(305) 466-1100

MATERIAL SHOWN HEREIN IS THE PROPERTY OF CHRYSLER • DISCLOSURE ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR PART WITHOUT PERMISSION OF CHRYSLER • THOMPSON & ASSOCIATES, INC. IN WRITING.

FAX: (814) 738-4808
 FORT LAUDERDALE, FLORIDA 33309 (854) 739-8400

DRAWING INDEX	
SHEET No.	SHEET DESCRIPTION
C-0	COVER SHEET
SP-1	SITE PLAN
EZ-95-03	SURVEY (CHAMBER SITE)
EZ-100-03	SURVEY (ARIMA PARKING)
EZ-19-04	SURVEY (34 42ND STREET)
G-1	GENERAL NOTES AND SPECIFICATIONS
G-2	UTILIZATION PLAN
C-1	PAVING GRADING AND DRAINAGE PLAN
C-2	PAVING GRADING AND DRAINAGE DETAILS
C-3	PAVING GRADING AND DRAINAGE DETAILS
TP-1	EXISTING TREE INVENTORY
TP-1	LANDSCAPE PLAN (CHAMBER SITE)
TP-2	LANDSCAPE PLAN (ARIMA PARKING)
TP-1	IRRIGATION PLAN (CHAMBER SITE)
IR-2	IRRIGATION PLAN (ARIMA PARKING)
IR-3	IRRIGATION DETAILS AND SPECIFICATIONS
E-1	LIGHTING AND PHOTOGRAPHIC PLAN
E-2	LIGHT POLE DETAILS

CHARACTER STATEMENT:
INSTALLATION OF PAVING, DRAINAGE, LANDSCAPING AND LIGHTING
IMPROVEMENTS TO UPGRADE EXISTING CHAMBER OF COMMERCE AND
BOODS ARENA PARKING LOT.

UNITIES: WATER AND SEWER SERVICE PROVIDED TO EXISTING CHAMBER BUILDING BY DAVE UTTLICK

[illegible][illegible][illegible][illegible]

PROJECT NO. : 03-0080
DATE : AUGUST, 2003

LET THE PEOPLE KNOW

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY

[illegible]

SEVERE DOWNFALL DURING
FLOOD RISES
TOWARD AM
BASE FLOOD (FLOODING 3-4'
COMMUNITY PANEL NO. 1) DURING 4-5-67
ON 2-12-67 FLOOD RISES; 10-12-67

NOTES

1. SUBJECT PROPERTY WAS NOT
IDENTIFIED BY THIS FILE FOR FURNISHING
INFORMATION - MAY BE AVAILABLE ON OTHER
CATEGORIES OF RECORD.

2. BIRTH RECORDS HAVE BEEN WORKSHOUP
THROUGHOUT, & ARE NOT LOCATED.

3. SCALE OF TIME REQUIRES MAY BE
CONSIDERED FOR FURNISHING.

4. RELATIONS ARE RELATIVE TO AN INDIVIDUAL
WHICH IS VERTICAL IN NATURE, AND
ARE NOT BEING USED AS A BASIS FOR
CONSIDERING OTHER ATTENDANCE, & SOME
RECORDED.

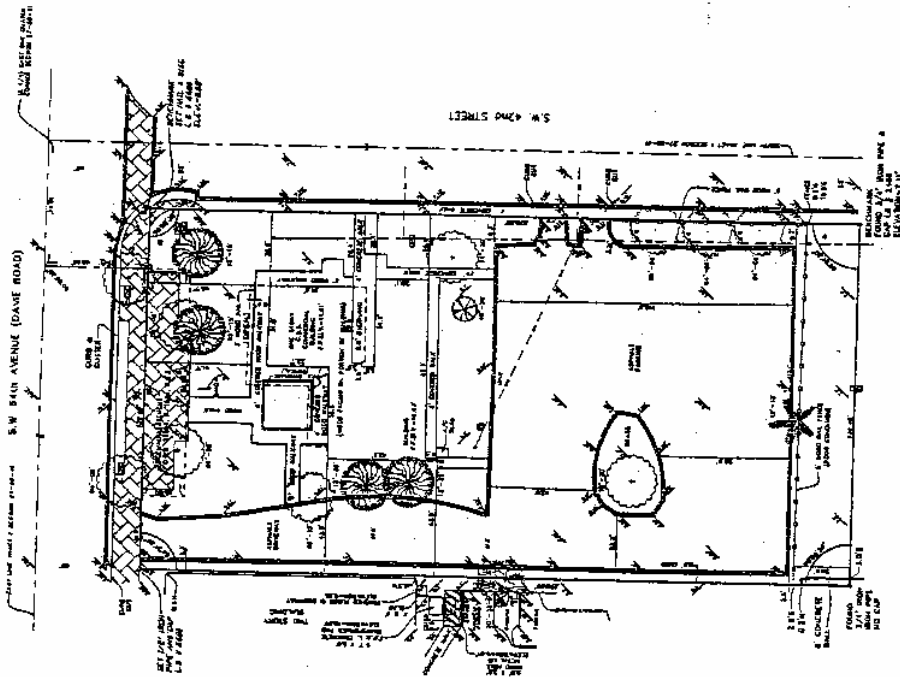
5. COURSE OF, LACK OF, WALK, NO SET OF
THE PRESIDENT OF DANE ROAD ON
THE ROAD, & THE ROAD, & THE ROAD
LEAVING - 1890.

[illegible]

100' 0'

100m 0'

GRAPHIC SCALE

[illegible]

TOWN OF DAVIE

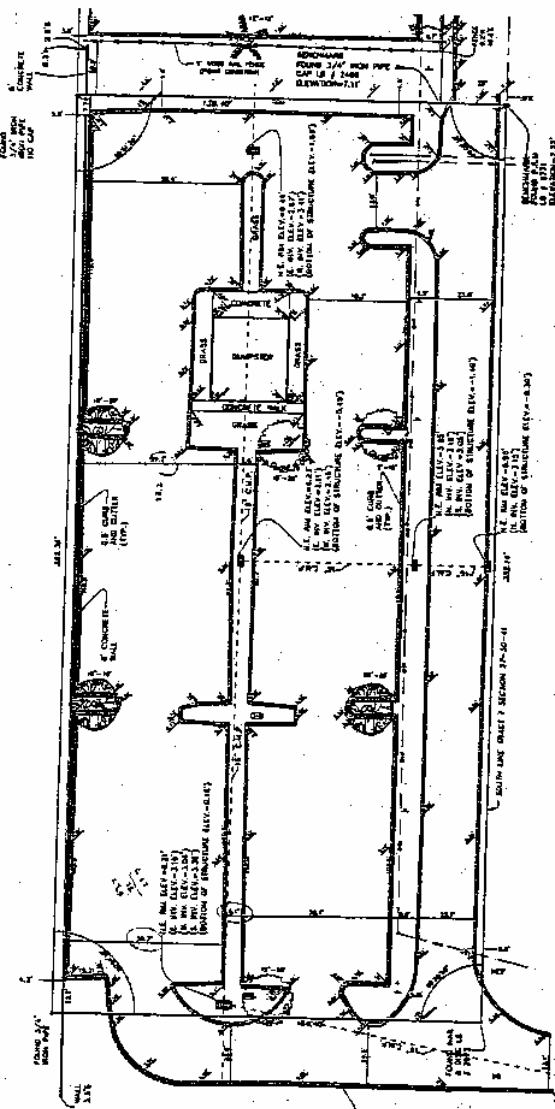
PORTION OF TRACT 1, PLAT BOOK 2, PAGE 34

TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

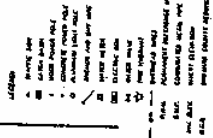
Miller
Engineers & Architects
1111 North Broward Blvd.
Fort Lauderdale, Florida 33304
Phone: 561-551-1111
Fax: 561-551-1112

CO-501-23
DATE: 01/10/00
BY: [Signature]

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY



MILLER
LEGG
Engineers • Planners • Surveyors
Landscape Architects
Environmental Professionals
3000 N. Interstate Road, Suite 200
P.O. Box 10000, Fort Worth, Texas 76101
Call for information: 817-335-1100

[illegible]

TRACT 47
"EVERGLADES LAND CO. SUBDIVISION"
(2-34 DADE)

TRACT "A"
(P.B.15, P.C.B, B.C.R.)

LOTS 1, 2, BLOCK 6
(P.R. 5, P.C. 39,
B.C.C.)

DAVE-COOPER CITY CHAMBER OF COMMERCE	PARKING MODIFICATION	PREPARED FOR:	TOWN OF DAVE	GENERAL NOTES AND SPECIFICATIONS
--------------------------------------	----------------------	---------------	--------------	----------------------------------

PROJECT NO.
03-0080

GENERAL NOTES:
CENTRAL BROWARD
WATER CONTROL DISTRICT

THROW-IT-CLOSEOUT

AND DRAINAGE SPECIFICATIONS

GENERAL NOTES

[illegible]

FOR IDEAS, HOW TO MAKE YOUR COMPANY
WORK BETTER, PLEASE CONTACT:
JOHN DODD AT (811) 464-4400, Ext. 24.

1. Subject: John Doe
 2. Address: 123 Main St, New York, NY 10001
 3. Phone: (212) 555-1234
 4. Age: 35
 5. Occupation: Software Engineer
 6. Education: BS in Computer Science, NYU
 7. Marital Status: Single
 8. Religion: Protestant
 9. Political Affiliation: Republican
 10. Other: None
 11. Signature: John Doe
 12. Date: 10/27/2000
 13. Witness: John Doe
 14. Witness Address: 123 Main St, New York, NY 10001
 15. Witness Phone: (212) 555-1234
 16. Witness Age: 35
 17. Witness Occupation: Software Engineer
 18. Witness Education: BS in Computer Science, NYU
 19. Witness Marital Status: Single
 20. Witness Religion: Protestant
 21. Witness Political Affiliation: Republican
 22. Witness Other: None
 23. Witness Signature: John Doe
 24. Witness Date: 10/27/2000
 25. Witness Address: 123 Main St, New York, NY 10001
 26. Witness Phone: (212) 555-1234
 27. Witness Age: 35
 28. Witness Occupation: Software Engineer
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 30. Witness Marital Status: Single
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 32. Witness Political Affiliation: Republican
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 43. Witness Political Affiliation: Republican
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 47. Witness Address: 123 Main St, New York, NY 10001
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 142. Witness Political Affiliation: Republican
 143. Witness Other: None
 144. Witness Signature: John Doe
 145. Witness Date: 10/27/2000
 146. Witness Address: 123 Main St, New York, NY 10001
 147. Witness Phone: (212) 555-123

PAVEMENT MARKING AND SIGNING NOTES


ALL PERSONS WHOSE NAMES APPEAR ON THE LIST, UNDER THE NAME OF THE PERSON WHOSE NAME IS IN THE FIRST COLUMN, ARE TO BE CONSIDERED AS BEING IN THE SECOND COLUMN, UNLESS THE NAME OF THE PERSON WHOSE NAME IS IN THE FIRST COLUMN IS IN THE SECOND COLUMN.

☐ **John Stodolnik**
 1011 17th Street NW
 Washington, DC 20036

☐ **Public House of Art**
 1011 17th Street NW
 Washington, DC 20036

Date: _____
 and all other parties
 at Federal Bureau of Investigation

REF	US EMBASSY	SVD	N.P.	WORLDWIDE
REF	US EMBASSY	WORLDWIDE	WORLDWIDE	WORLDWIDE
DA	US EMBASSY			
DA	US EMBASSY			
DC-1	WORLDWIDE			
DA/DC-1	WORLDWIDE			

 CRAVEN · THOMPSON AND ASSOCIATES, INC.
ENGINEERS · PLANNERS · SURVEYORS
1000 N. W. 10TH STREET, SUITE 1000, MIAMI, FLORIDA 33136
(305) 371-1000

[illegible]

1. NAME _____
 2. ADDRESS _____
 3. CITY _____
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 220. PRINT CITY _____<

[illegible]

Architectural drawing of a building elevation. The drawing is oriented vertically on the page. It shows a large central structure with a circular feature and a smaller structure to the right. The drawing includes various annotations such as "SEE DETAIL 8" BELOW, "REMOVE AND REINSTALL BRICK PAVERS AT NEW ELEVATION SEE DETAIL SHEET C-3", and "SEE DETAIL 9" BELOW. The drawing is oriented vertically on the page.

REMOVE AND REINSTALL BRICK
PAVERS AT NEW ELEVATION SEE
DETAIL SHEET C-3

SAWOUT AND REMOVE EXISTING
VALLEY CUTTER AND REPLACE
WITH TYPE "F" CURB & CUTTER

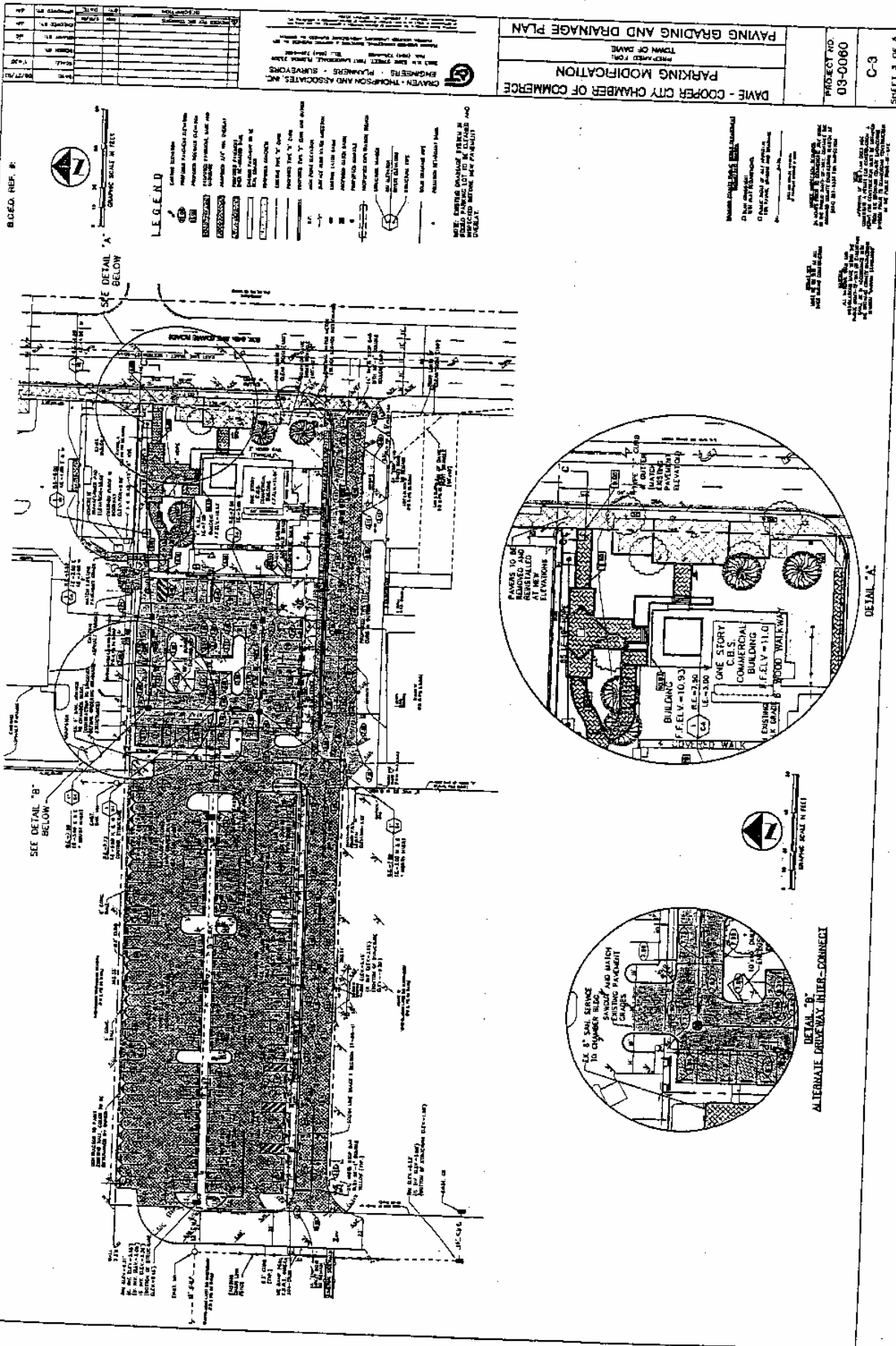
EXISTING WOOD WALKWAY
TO BE REMOVED

—EXISTING VALLEY CUTTERS

EXISTING 4' CONCRETE SIDEWALK
TO BE REMOVED

DETAILS:

DETAIL "B"
ALTERNATIVE DRIVEWAY INTER-CONNECT

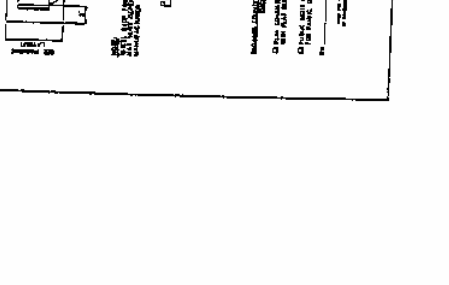
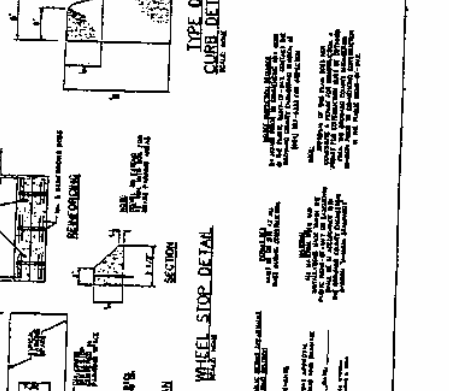
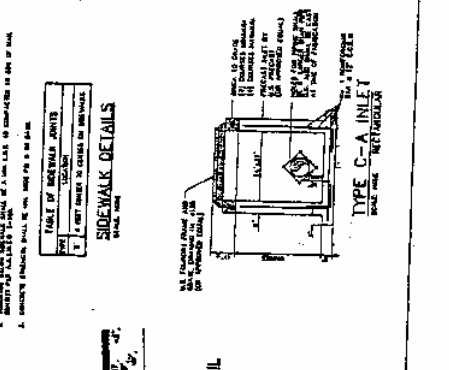
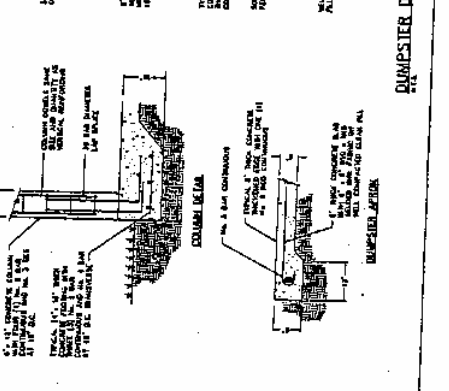
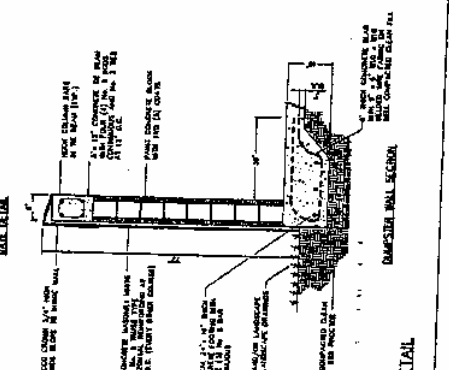
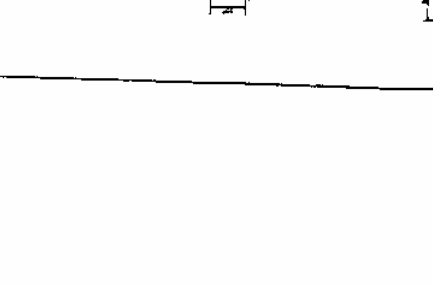
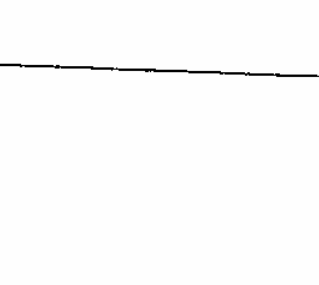
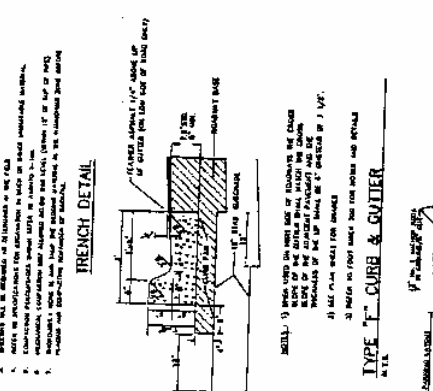
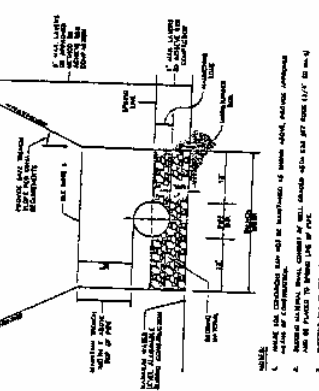
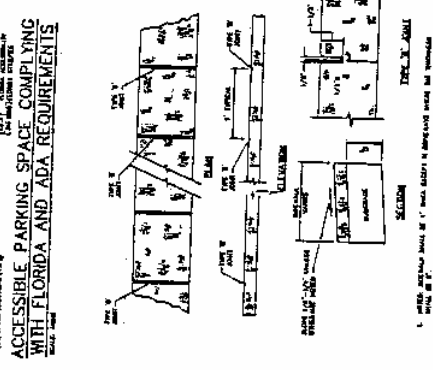
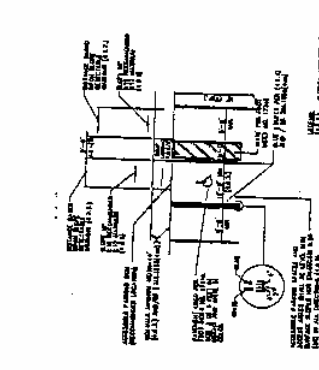
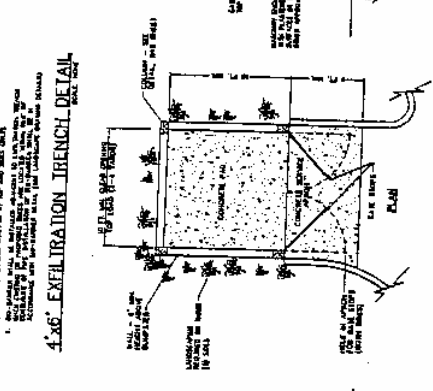
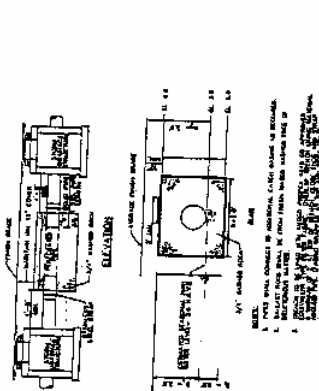
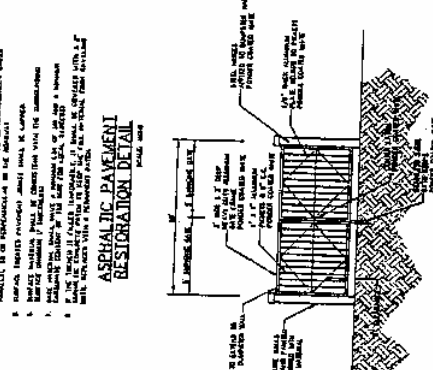
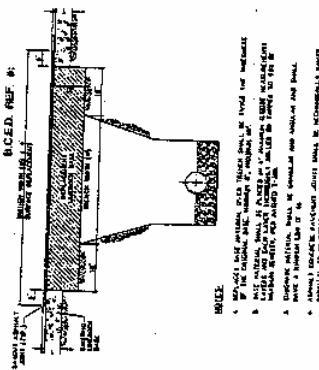


DATE	10/1/88
PROJECT NO.	03-0080
SHEET NO.	C-4
TITLE	PAVING GRADING & DRAINAGE DETAILS
DESIGNED BY	DAVE COOPER
CHECKED BY	DAVE COOPER
IN CHARGE	DAVE COOPER
DATE	10/1/88

DAVE COOPER CITY CHAMBER OF COMMERCE
PARKING MODIFICATION
TOWN OF DAVE
PAVING GRADING & DRAINAGE DETAILS

PROJECT NO.
03-0080
SHEET NO.
C-4
SHEET 3 OF 8

DAVE COOPER
ENGINEERS - PLANNERS - SURVEYORS
1000 N. 10TH AVE., SUITE 100
DAVE, FL 33132
(305) 455-1234

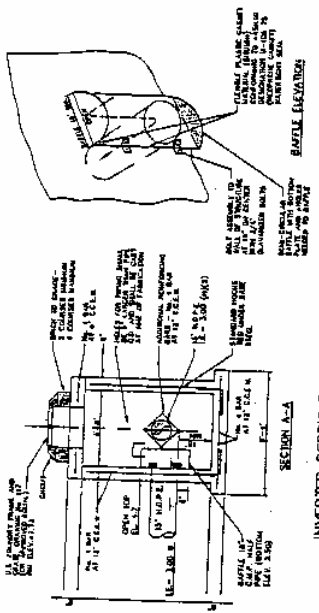


SEE SHEET 1

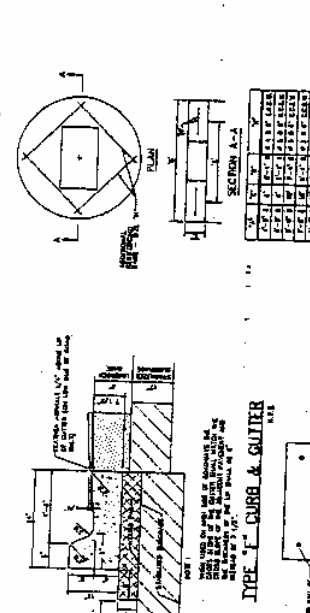
DATE	10/10/79
BY	WES
CHECKED BY	WES
APPROVED BY	WES
PROJECT NO.	03-0060
SHEET NO.	C-6
TOWN OF DAVE	
PREPARED FOR	DAVE COOPER CITY CHAMBER OF COMMERCE
PREPARED BY	DAVE COOPER CITY CHAMBER OF COMMERCE
DESIGNED BY	DAVE COOPER CITY CHAMBER OF COMMERCE
CHECKED BY	DAVE COOPER CITY CHAMBER OF COMMERCE
APPROVED BY	DAVE COOPER CITY CHAMBER OF COMMERCE
PROJECT NO.	03-0060
SHEET NO.	C-6
TOWN OF DAVE	
PREPARED FOR	DAVE COOPER CITY CHAMBER OF COMMERCE
PREPARED BY	DAVE COOPER CITY CHAMBER OF COMMERCE
DESIGNED BY	DAVE COOPER CITY CHAMBER OF COMMERCE
CHECKED BY	DAVE COOPER CITY CHAMBER OF COMMERCE
APPROVED BY	DAVE COOPER CITY CHAMBER OF COMMERCE

DAVE COOPER CITY CHAMBER OF COMMERCE
TOWN OF DAVE
PARKING MODIFICATION
PAVING GRADING & DRAINAGE DETAILS
DRAWN BY: WES
CHECKED BY: WES
APPROVED BY: WES
PROJECT NO. 03-0060
SHEET NO. C-6

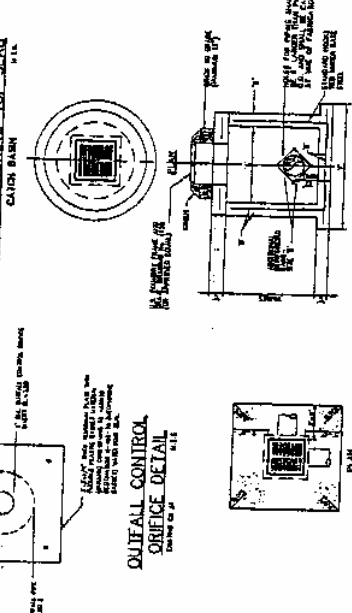
DAVE COOPER CITY CHAMBER OF COMMERCE
TOWN OF DAVE
PARKING MODIFICATION
PAVING GRADING & DRAINAGE DETAILS
DRAWN BY: WES
CHECKED BY: WES
APPROVED BY: WES
PROJECT NO. 03-0060
SHEET NO. C-6



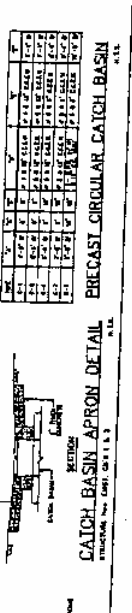
INVERTED DERRIS BAFFLE, PRECAST DRAINAGE MANHOLE
STRUCTURE NO. 9



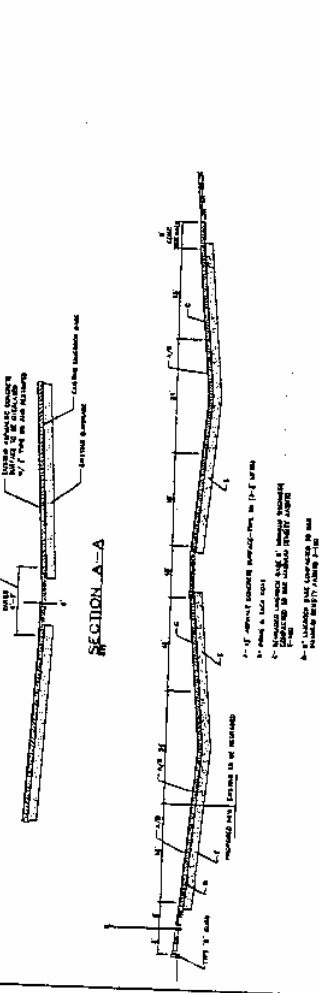
PRECAST CONCRETE - TOP SLAB
CATCH BASIN



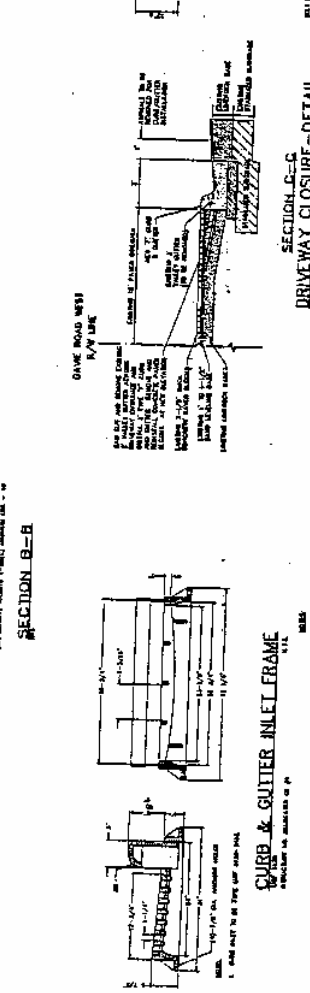
OUTFALL CONTROL STRUCTURE DETAIL
CATCH BASIN



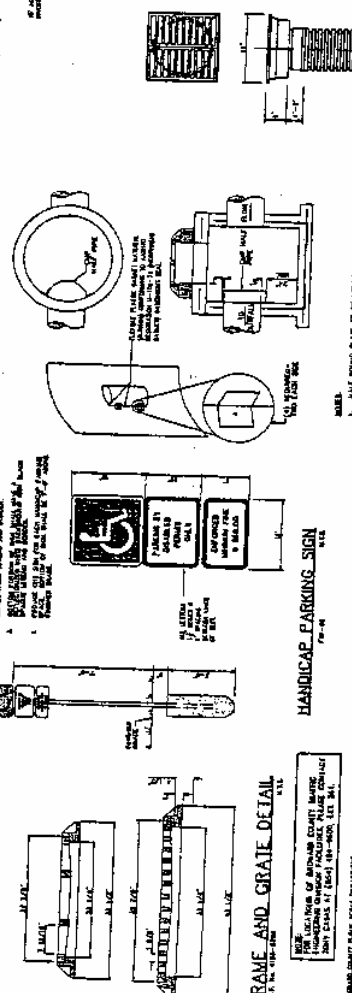
CATCH BASIN APRON DETAIL
CATCH BASIN



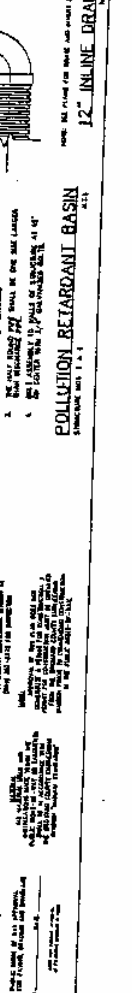
SECTION A-A



SECTION B-B



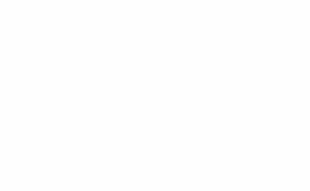
DRIVE WAY CLOSURE - DETAIL
CATCH BASIN



POLLUTION RETARDANT BASIN
CATCH BASIN



SECTION A-A



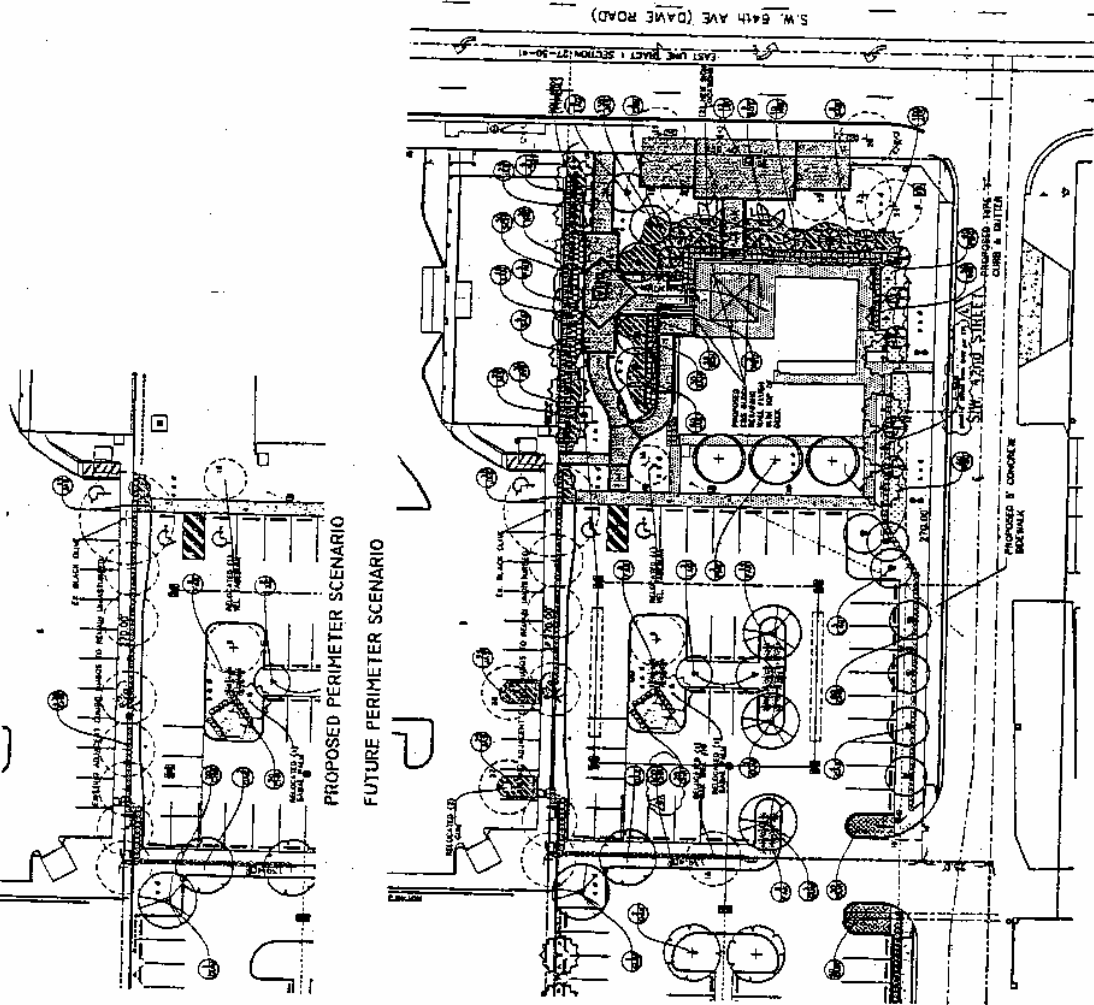
SECTION B-B



FRAME AND GRATE DETAIL
CATCH BASIN



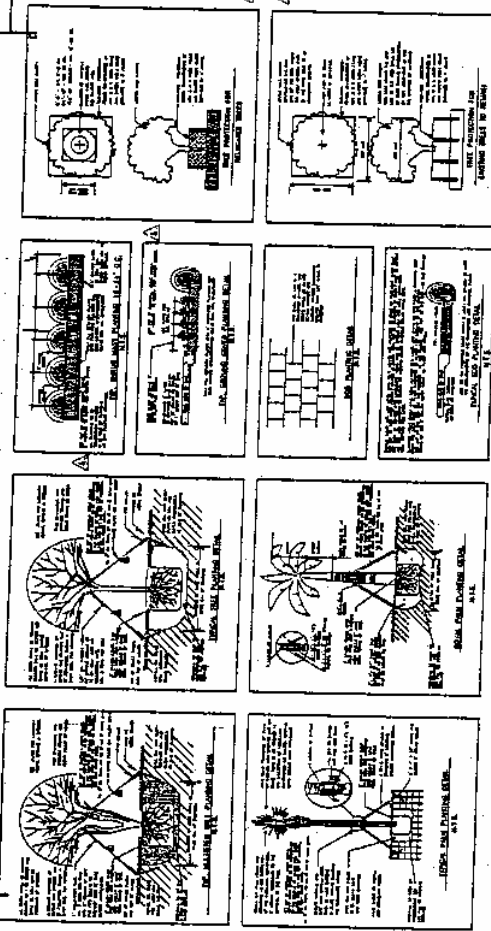
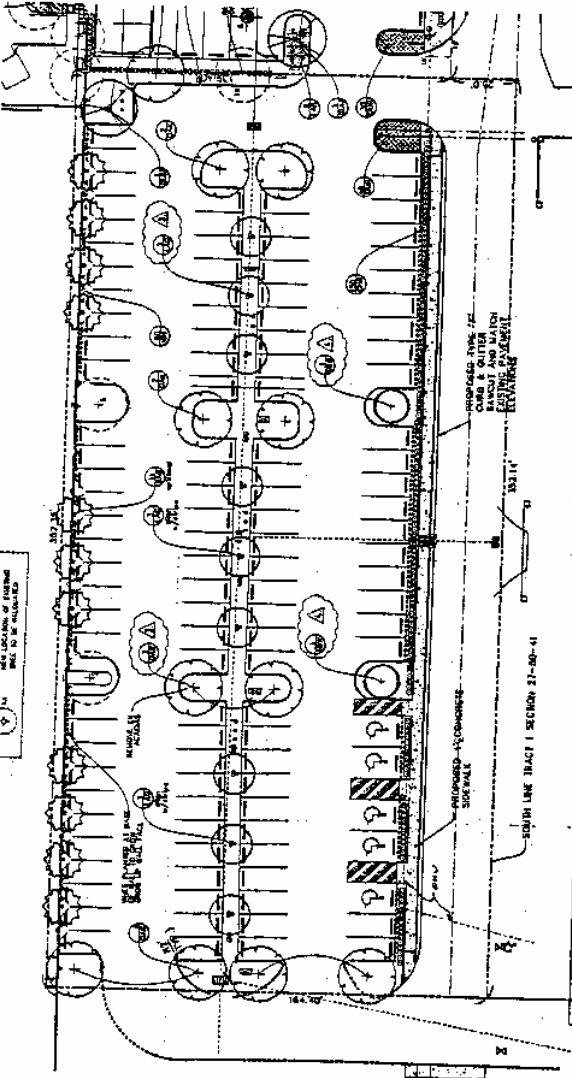
HANDICAP PARKING SIGN
CATCH BASIN

[illegible]

1. All trees showing signs of severe decline or death are to be cordoned off and removed. All plant material removed is to be placed in plastic bags and disposed of in a landfill. All trees showing signs of severe decline or death are to be cordoned off and removed. All plant material removed is to be placed in plastic bags and disposed of in a landfill.
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[illegible][illegible][illegible][illegible]

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
155 E. 42ND STREET
NEW YORK 17, N.Y.



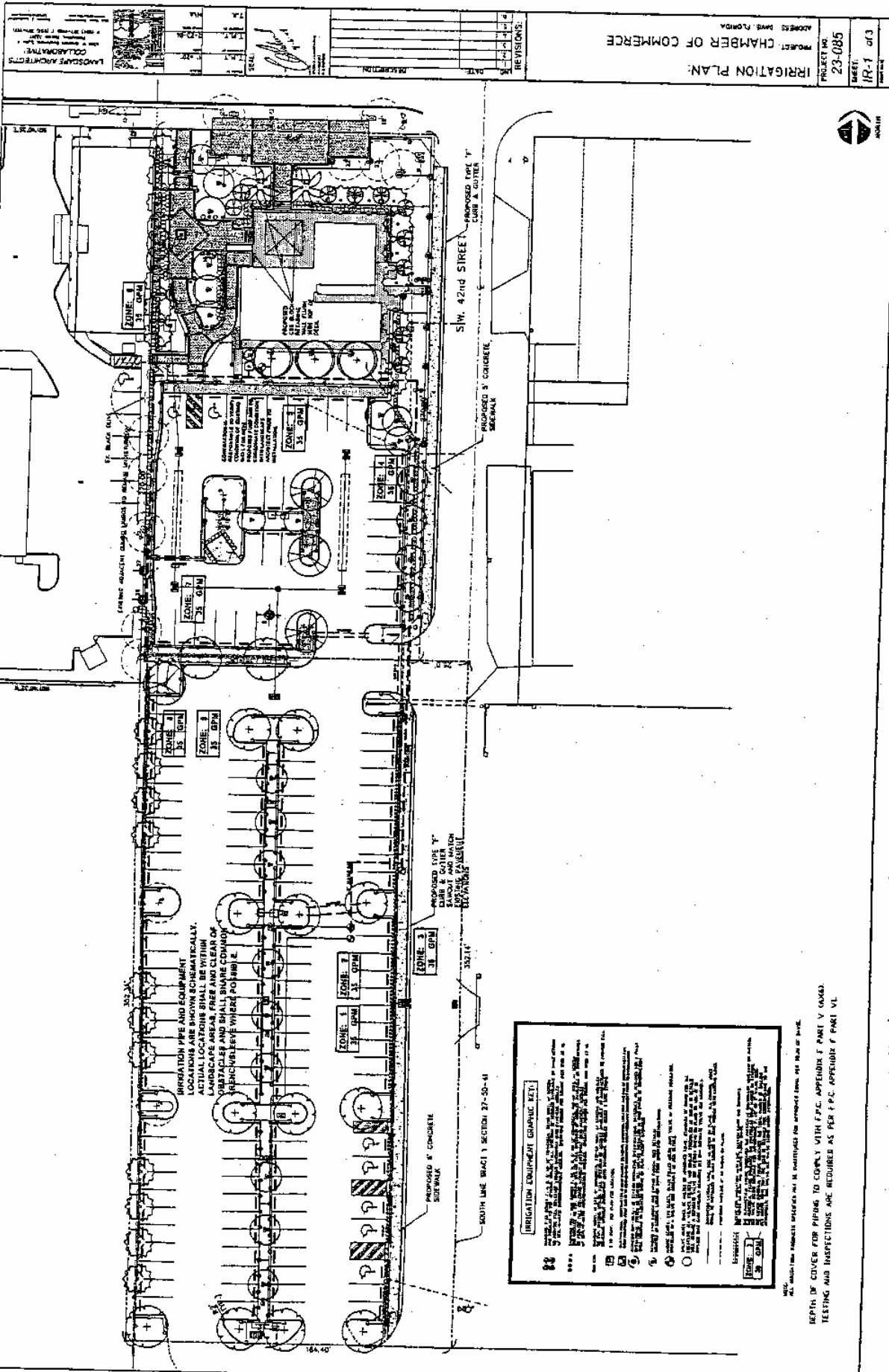
The composite image consists of two parts. The top part is a black and white photograph of a multi-story building with a sign that reads "THE BRIDGE AND PLAZA HOTEL". The bottom part is a diagram of a building layout with various rooms labeled. The diagram includes a "REAR PORCH", "KITCHEN", "DINING ROOM", "LIVING ROOM", "BATH", "BED ROOM", "HALL", and "CLOSET". There is also a "FRONT PORCH" and a "GARAGE". The diagram is labeled "PLAN OF BUILDING" and "1/2\"/>

WATER PUMPED THE WATER

Diagram illustrating a water pump system. The pump is connected to a well and a water source. The pump handle is shown, and the water is being pumped into a container. The diagram is labeled with various parts and includes a note: "WATER PUMPED THE WATER".

1. The drawing shows a three-pronged electrical plug. The top prong is labeled "GROUNDING PRONG" and has a length of "1/2\". The two bottom prongs are labeled "LINE PRONGS" and have a length of "1/2\". The distance between the centers of the two line prongs is "1 1/2\". The distance from the center of the ground prong to the center of the line prongs is "1 1/4\". The distance from the center of the ground prong to the center of the line prongs is "1 1/4\". The distance from the center of the ground prong to the center of the line prongs is "1 1/4\".

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DEPTH OF COVER FOR PIPING TO COMPLY WITH F.P.C. APPENDIX F PART V (A)(6).
TESTING AND INSPECTIONS ARE REQUIRED AS PER F.P.C. APPENDIX F PART VI.

03-11

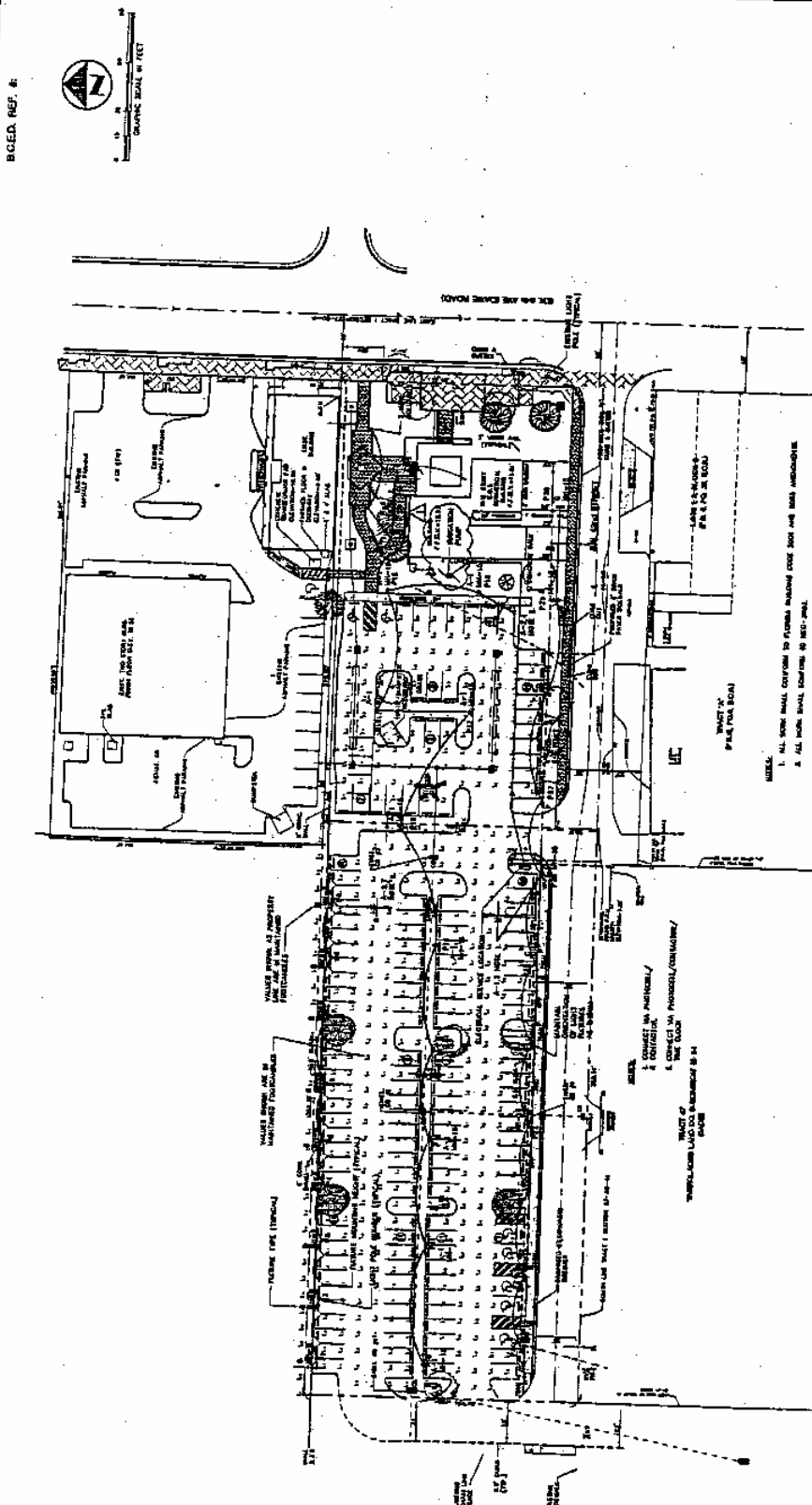
NO.	DATE	DESCRIPTION
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2	10/1/88	ISSUED FOR PERMIT
3	10/1/88	ISSUED FOR PERMIT
4	10/1/88	ISSUED FOR PERMIT
5	10/1/88	ISSUED FOR PERMIT
6	10/1/88	ISSUED FOR PERMIT
7	10/1/88	ISSUED FOR PERMIT
8	10/1/88	ISSUED FOR PERMIT
9	10/1/88	ISSUED FOR PERMIT
10	10/1/88	ISSUED FOR PERMIT

DAVE COOPER CITY CHAMBER OF COMMERCE
PARKING MODIFICATION
LIGHTING AND PHOTOMETRICS PLAN
 TOWN OF DAVE
 PREPARED FOR
 ENGINEERS - PLANNERS - SURVEYORS
 CHRYSLER, THOMPSON AND ASSOCIATES, INC.
 100 N. 10TH STREET, SUITE 100, DALLAS, TEXAS 75202
 TEL: (214) 742-1000
 FAX: (214) 742-1001

DAVE COOPER CITY CHAMBER OF COMMERCE
PARKING MODIFICATION
LIGHTING AND PHOTOMETRICS PLAN
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 TEL: (214) 742-1000
 FAX: (214) 742-1001

PROJECT NO.
 03-0060
 E-1
 SHEET 1 OF 2

NORMAN F. BRAY, P.E., INC.
 1000 WEST ENDERBURY AVENUE, SUITE 100
 DALLAS, TEXAS 75203
 TEL: (214) 342-1000
 FAX: (214) 342-1001



Luminaire Fixture Schedule

Symbol	Qty	Label	Voltage	Arrangement	Lumens	LLF	Description
⊙	11	C	240	D180	14400	0.750	Visco # FP-199-S III-MH 175-SC / V-C-C2-F-14'
⊙	10	A-1	240	BACK-BAK	14400	0.750	King # VIK1183-175MH Type III / ELA P-3043-14' / CR268 Twin
⊙	9	B	240	SINGLE	8500	0.750	King # VIK1187-Type V - 100MH w/ Turfa Shield / ELA P-3043-B'

Numeric Summary Fc = Footcandles

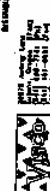
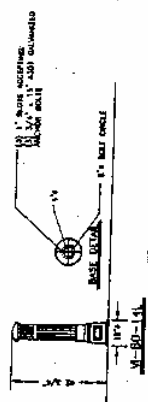
Project:	Parking Lot
Label	
Parking	
Property	

CalcType		Units		Avg		Max	
CalcType	Units	Fc	Min	Avg	Max	Avg/Min	Max/Min
ILLUMINANCE	Fc	2.09	0.5	4.18	9.80		
ILLUMINANCE	Fc	0.01	0.4	0.00	0.00		

1/1/89



Part No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
Part No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												



NORMAN F. BRAY P.E., INC.
 12001 W. ELECTRIC RD. SUITE 100, APT. NO. 1037
 FLORIDA CONFERENCE OF AUTOMOBILE MANAGERS 1114
 W. GARDEN AVE. SUITE 200 - HOLLYWOOD, FLORIDA 33021-5713
 TEL. (305) 944-1141 FAX (305) 944-1143
 E-MAIL: NFB@AOL.COM

● ● ●

10/15/2011

EXHIBIT "E"
EASEMENT AGREEMENT

Attached hereto.

EXHIBIT "E"

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2004, by and among Davie-Cooper City Chamber of Commerce of Broward County, Florida, whose address is 4185 Davie Road, Davie Florida 33314 ("Chamber"), the Davie Community Redevelopment Agency ("CRA"), a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, whose address is 4700 Davie Road, Suite C, Davie, Florida 33314, and the Town of Davie, a political subdivision of the State of Florida whose address is 6591 Orange Drive, Davie, Florida 33314 ("Town").

RECITALS

A. Chamber is the fee simple owner of that certain parcel of real property located in Broward County, Florida, and legally described in Exhibit "A" attached hereto and made a part hereof ("Chamber Park Area"). Chamber is also the fee simple owner of that certain parcel of real property located in Broward County, Florida, which is currently being used as surface parking, and legally described in Exhibit "B" attached hereto and made a part hereof ("Chamber Parking Area", together with the Chamber Park Area, the "Chamber Property").

B. Town is the owner of that certain parcel of real property adjacent to Chamber's Parking Area, and legally described in Exhibit "C" attached hereto and made a part hereof ("Town Parking Area").

C. Chamber, Town and CRA have entered into a Tri-Party Agreement ("Tri-Party Agreement") of even date herewith establishing certain agreements among them relating to the utilization, improvement, and maintenance of the Chamber Property and Town Parking Area.

D. The parties hereto desire to grant and obtain, as applicable, the easements set forth herein in order to effectuate the provisions of the Tri-Party Agreement

AGREEMENT

NOW, THEREFORE, in consideration of the grants and the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by this reference.

2. Improvement and Maintenance Easements.

- a. Subject to any express conditions, limitations, or reservations contained herein, Chamber does hereby grant to CRA, its successors and/or assigns, a perpetual, non-exclusive easement in, on, under, across and through the Chamber Property for the purpose of installing, operating and maintaining a sidewalk and/or pathways, lighting, utilities, and beautification amenities, including but not limited to, landscape features and irrigation (the "Chamber Improvements"), together with the right of ingress, and egress over such property for the purposes of maintaining, replacing, and installing the Chamber Improvements from time to time.
- b. Subject to any express conditions, limitations, or reservations contained herein, Town does hereby grant to CRA, its successors and/or assigns, a perpetual, non-exclusive easement in, on, under, across and through the Town Parking Area for the purpose of installing, operating and maintaining a sidewalk and/or pathways, lighting, utilities, and beautification amenities, including but not limited to, landscape features and irrigation (collectively, the "Town Improvements", together with the Chamber Improvements, the "Improvements"), together with the right of ingress, and egress over such property for the purposes of maintaining, replacing, and installing the Town Improvements from time to time.

3. Maintenance of the Improvements. Any Improvements constructed or installed by CRA in accordance with this Easement Agreement shall be maintained at all times by CRA, at its sole cost and expenses, in a neat and sightly condition.

4. Parking Easement. Subject to any express conditions, limitations, or reservations contained herein, Chamber does hereby grant to Town, its successors and assigns, for use by the public, a perpetual, non-exclusive easement for use of the Improvements located on the Chamber Property and for pedestrian ingress, egress, and access on, over, and across the Chamber Property.

5. Parking Easements.

- a. Subject to any express conditions, limitations, or reservations contained herein or in the "Tri-Party Agreement" between the parties Chamber does hereby grant to Town and CRA, their successors and assigns, for use by the public, a perpetual exclusive easement for parking over, in, and to the parking spaces located within the Chamber Parking Area with unrestricted access on a twenty-four (24) hour and daily basis, together with the right of ingress, and egress over such property to and from the Town Parking Area and the adjacent public

right of ways. As of the date of this Easement Agreement, the Chamber Parking Area consists of 32 parking spaces.

- b. Subject to any express conditions, limitations, or reservations contained herein, Town does hereby grant to Chamber and CRA, their successors and assigns, for use by the public, a perpetual exclusive easement for parking over, in, and to the parking spaces located within the Town Parking Area with unrestricted access on a twenty-four (24) hour and daily basis, together with the right of ingress, and egress over such property to and from the Chamber Parking Area and the adjacent public right of ways. As of the date of this Easement Agreement, the Town Parking Area consists of 119 parking spaces, but Town shall have the right to restripe and reconfigure the parking spaces within the Town Parking Area provided that at all times the number of parking spaces does not cause a violation of any applicable codes, rules or regulations.

6. Maintenance of Parking Areas. The Chamber Parking Area and Town Parking Area shall be maintained at all times by CRA, at its sole cost and expense, in a neat and sightly condition.

7. Termination. The parties hereto, for themselves and for the respective successors and assigns, acknowledge that the easements created hereby shall continue in perpetuity and run with the land.

8. Obligations to be Assumed by Town. The parties hereto acknowledge that in the event CRA shall cease to exist by virtue of its expiration pursuant to law, then the duties and obligations of CRA hereunder shall be assumed and performed by Town.

9. Notices. Any and all notices or other communications required or permitted to be given hereunder shall be in writing and shall be hand-delivered or sent by certified or registered mail (return receipt requested, postage prepaid) or by overnight courier service which delivers only upon signed receipt of the addressee or by telecopier with confirmed answer back and addressed as follows:

To Chamber:

Davie-Cooper City Chamber of Commerce
4185 Davie Road
Davie, FL 33314
Phone: (954) 581-0790
Fax: (954) 581-9684
Attn: Executive Director

Town:

Town of Davie
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1000
Fax: (954) 797-2061
Attn: Town Administrator

To CRA:
Davie Community Redevelopment Agency
4700 Davie Road
Suite C
Davie, FL 33314
Phone: (954) 797-2093
Fax: (954) 797-1200
Attn: Redevelopment Administrator

Any party may from time to time change the address to which such notices or communications may be delivered or sent by giving the other party written notice of such change. Except as otherwise provided, notices and other communications shall be deemed received on the date of delivery, unless delivery is refused or cannot be made in which event the date of attempted delivery shall be the date of notice.

10. Time is of the Essence. Time is of the essence of this Easement Agreement.

11. Governing Law. This Easement Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida. No presumption or construction of this agreement shall arise by reason of its authorship.

12. Venue. In any dispute arising out of the terms or conditions of this Easement Agreement, venue shall be deemed to be proper in Broward County, Florida.

13. Attorneys' Fees. If it shall be necessary for either party to this Agreement to bring suit, to construe, interpret or enforce any provisions of this Agreement or for damages on account of any breach of this Easement Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any damages or other relief granted as a result of such litigation, all reasonable attorneys' fees and reasonable court costs at all levels of litigation.

14. Recording. This Easement Agreement may be recorded in the Public Records of Broward County, Florida, by any party hereto.

15. Counterparts. This Easement Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the dates set forth below.

CHAMBER

WITNESSES:

Davie-Cooper City Chamber of
Commerce

Will Allen
Printed Name: Will Allen

Alice J. Harrington
Printed Name: Alice J. Harrington

By: Kathy Durham as President
Printed Name: Kathy Durham
Title: President
Date: 4/15/2004

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of April, 2004, by Kathy Durham as President of the Davie-Cooper City Chamber of Commerce on behalf of such entity. He/she is personally known to me or produced identification and did/did not take an oath.

NOTARY PUBLIC

Alice J. Harrington
Print: Alice J. Harrington
State of Florida (Seal)

My Commission Expires:



Alice J. Harrington
My Commission DD279507
Expires January 07 2008

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the dates set forth below.

CRA

WITNESSES:

DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes

Will Allen
Printed Name: Will Allen

By: Mark Engel
Printed Name: MARK ENGEL
Title: CHAIR
Date: 10/4/04

Cheryl L. Ellett
Printed Name: Cheryl L. Ellett

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4th day of October, 2004, by MARK ENGEL as CHAIR of the Davie Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes. He/she is personally known to me or produced FLA DRIVERS LICENSE as identification and did/did not take an oath. ES24-544-72-283-0

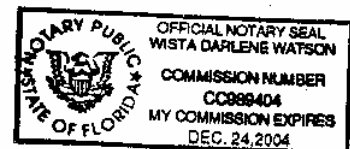
NOTARY PUBLIC

Wista Darlene Watson

Print: WISTA DARLENE WATSON

State of Florida (Seal)

My Commission Expires:



IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the dates set forth below.

TOWN

TOWN OF DAVIE, a municipal corporation
of the State of Florida

ATTEST:

By: _____
Printed Name: _____
Title: _____
Date: _____

Russell Muniz, Town Clerk

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____ as _____ of the Town of Davie, a municipal corporation of the State of Florida. He/she is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print: _____
State of Florida (Seal)
My Commission Expires: _____

JOINDER AND CONSENT OF MORTGAGEE

1st United Bank, formerly known as First Western Bank, ("Mortgagee"), having an address of 5854 South Flamingo Road, Cooper City, Florida 33330, is the owner and holder of that certain Mortgage, dated September 19, 2002 and recorded October 2, 2002 in Official Records Book 33883, Page 801 of the Public Records of Broward County, Florida (the "Mortgage"), said Mortgage affecting the Chamber Property, as more fully defined in the Easement Agreement to which this Joinder and Consent is attached. (the "Agreement")

By its execution of this Joinder and Consent, _____ Mortgagee does hereby join in the execution of the Agreement for purposes of consenting thereto.

Notwithstanding the foregoing, it is expressly understood and agreed that Mortgagee's consent to the Agreement shall in no way diminish Mortgagee's rights under the Mortgage.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name this 3RD day of JUNE, 2004.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Josephine Martinez
Witness Signature
JOSEPHINE MARTINEZ
Print Name

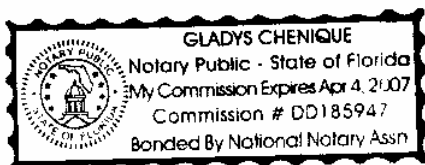
Audrey R. Grabin
Witness Signature
AUDREY R. GRABIN
Print Name

STATE OF FLORIDA)
COUNTY OF Broward) SS.

1st UNITED BANK, formerly known as
FIRST WESTERN BANK

By: David E. Malinoff
Print Name: DAVID E. MALINOFF
Title: Sr. Vice Pres / MARKET EXECUTIVE

The foregoing instrument was acknowledged before me this 3RD day of JUNE, 2004, by DAVID E. MALINOFF, as Sr VP / MARKET of 1ST UNITED BANK, a FLORIDA INST, on behalf of said company. He/She is personally known to me or who has produced personally known identification.



Gladys Chenique
GLADYS CHENIQUE
Notary Public-State of FLORIDA
Commission Number: DD185947

EXHIBIT "A"

Chamber Park Area

A PORTION OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 1, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "EVERGLADES LAND SALES CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) SAID SECTION 27; THENCE ALONG THE SOUTH LINE SAID NORTHEAST ONE-QUARTER (N.E. 1/4) ALSO BEING THE SOUTH LINE OF SAID TRACT 1, ON AN ASSUMED BEARING OF NORTH 89°59'53" WEST 39.94 FEET; THENCE NORTH 00°00'07" EAST 25.00 FEET TO THE POINT OF BEGINNING NO. 1; THENCE NORTH 89°59'53" WEST 40.34 FEET TO REFERENCE POINT NO. 1; THENCE CONTINUE NORTH 89°59'53" WEST 89.66 FEET; THENCE NORTH 00°08'37" EAST 139.40 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 1, SOUTH 89°59'53" EAST 130.00 FEET; THENCE PARALLEL WITH AND 40 FEET WEST OF THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 27, ALSO BEING THE EAST LINE OF SAID TRACT 1, SOUTH 00°08'37" WEST 139.40 FEET TO THE POINT OF BEGINNING NO. 1;

LESS THEREFROM A PORTION OF THE SOUTH ONE-HALF OF SAID TRACT 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID REFERENCE POINT NO. 1; THENCE NORTH 00°00'07" EAST 18.03 FEET TO THE POINT OF BEGINNING NO. 2; THENCE SOUTH 89°39'45" WEST 70.85 FEET; THENCE NORTH 00°20'15" WEST 77.35 FEET; THENCE NORTH 89°39'45" EAST 42.10 FEET; THENCE SOUTH 00°20'15" EAST 5.10 FEET; THENCE NORTH 89°39'45" EAST 30.44 FEET; THENCE SOUTH 01°00'02" WEST 72.27 FEET TO THE POINT OF BEGINNING NO. 2.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

Chamber Parking Area

THE WEST 270.00 FEET OF THE EAST 310.00 FEET, LESS THE SOUTH 25 FEET THEREOF, OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 1, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "EVERGLADES LAND SALES CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 35 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS THEREFROM A PORTION OF THE SOUTH ONE-HALF OF SAID TRACT 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID REFERENCE POINT NO. 1; THENCE NORTH 00°00'07" EAST 18.03 FEET TO THE POINT OF BEGINNING NO. 2; THENCE SOUTH 89°39'45" WEST 70.85 FEET; THENCE NORTH 00°20'15" WEST 77.35 FEET; THENCE NORTH 89°39'45" EAST 42.10 FEET; THENCE SOUTH 00°20'15" EAST 5.10 FEET; THENCE NORTH 89°39'45" EAST 30.44 FEET; THENCE SOUTH 01°00'02" WEST 72.27 FEET TO THE POINT OF BEGINNING NO. 2.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

EXHIBIT "C"

Town Parking Area

THAT PORTION OF THE SOUTH ONE HALF (S1/2) OF TRACT 1, LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF TRACT 47 LESS THE EAST 310 FEET THEREOF, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "EVERGLADES LAND SALES CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID LANDS SITUATED, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.


MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314
(954) 584-9770

MEMORANDUM

DATE: September 1, 2004

TO: Will Allen, Programs Administrator

CC: Tom Willi, Town Administrator
Mayor and Councilmembers

FROM: Monroe D. Kiar 

RE: Control Number 040605
Tri-Party Agreement Between Davie, CRA and Chamber of Commerce

TOWN OF DAVIE
2004 SEP -1 P 3:01
ADM. SVC. DEPT.

I have reviewed your latest Memorandum and the redline Tri-Party Agreement and with the added changes, the Agreement appears to be in proper legal form for presentment to the Town Council for its consideration.

MDK/gmv



DEVELOPMENT SERVICES DEPARTMENT (954) 797-1111

Administration (954) 797-1101
Planning & Zoning (954) 797-1103, FAX (954) 797-1204
Building & Occupational Licensing (954) 797-1111
Code Enforcement (954) 797-1121
Engineering (954) 797-1113

TOWN OF DAVIE 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314-3399 (954) 797-1030

September 22, 2004

Will Allen, Director
Town of Davie Community Redevelopment Agency
4700 Davie Road, Suite C
Davie, FL 33314

SUBJECT: SP 4-4-04 Davie-Cooper City Chamber of Commerce Parking Lot

Dear Mr. Allen:

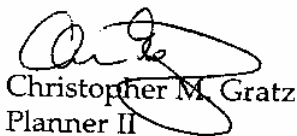
This is to inform you that the above captioned site plan modification was approved by the Site Plan Committee at the August 10, 2004, meeting. Attached are an original set of plans that have received final site plan approval by staff. Below are the Town of Davie Land Development Code's provisions regarding the expiration of site plans.

§12-373. Expiration of site plans.

All site plans approved pursuant to this section shall expire twelve (12) months from the date of approval, which expiration shall automatically occur without further notice to the applicant for whom said plan was approved unless a Town of Davie construction permit is secured and maintained pursuant to the approved site plan. It is further provided that one (1) renewal for an additional six-month period may be obtained upon application to the Director of Development Services within thirty (30) days of expiration and payment of one-half (1/2) of the fee that would be required if submitted as a new site plan, providing that the site plan shall be in compliance with any new ordinance or provision of the Code of Davie which shall have been enacted since the original site plan approval.

Please contact me at (954) 797-1108 should you have any questions.

Regards,


Christopher M. Gratz
Planner II

PZC 09-20-04

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